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10 Attorney for Plaintiff

11 UNITED STATES DISTRICT COURT

12 FOR THE DISTRICT OF OREGON

13 (Eugene Division)

14 MONICA EMELDI,)
15 Plaintiff,) No. 08-6346-HO
16)
17) AFFIDAVIT OF DAVID C.
18) FORCE IN OPPOSITION
19) TO DEFENDANT'S MOTION
20) FOR SUMMARY JUDGMENT
21 UNIVERSITY OF OREGON, an Agency)
and Instrumentality of the State)
of Oregon,)
22 Defendant.)
23 State of Oregon)
24) ss.
25 County of Lane)

26 I, DAVID C. FORCE, being first duly sworn, do hereby depose and
27 say:

28 **Page 1 - AFFIDAVIT OF DAVID C. FORCE IN OPPOSITION
TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

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Attorney at Law
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I am the attorney for the plaintiff in this case and I make this affidavit to authenticate documents in opposition to defendant's motion for summary judgment. All facts set forth herein are made on my personal knowledge and I am competent to testify as to all matters contained herein.

1. Exhibit 1 hereto consists of a printout from the archives of the Eugene Register-Guard, of a story that was published by that newspaper on Page A8 of its edition of April 7, 2010. The subject of the article has received wide public attention throughout Oregon and the U.S. As it shows, the University of Oregon had a longstanding practice, prior to the appointment of its President Richard Lariviere in July 2009, of authorizing its employees to verbally contract and obligate it to pay large sums of money, in excess of \$2 million, without any written memorialization of such contracts or authority to enter them under written policies. However the University is morally and ethically obligated to honor those verbal agreements, including those that cannot be performed in one year or less, and pledges to do so. This applies even when the University is unable to identify who made such contracts on its behalf.

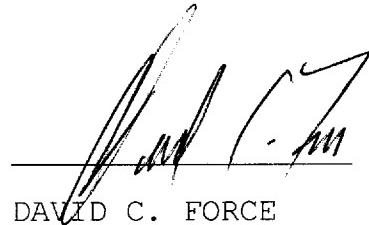
2. Exhibit 2 is a copy of the policy for "broken enrollment" of doctoral students, adopted by the defendant's Graduate School in 2003 and in effect at all times material to this case. As it provides, a doctoral candidate "who has not been continuously enrolled at the University of Oregon has effectively withdrawn themselves from their program and is no longer considered admitted to the University of

Oregon." To be readmitted, a student who has not been registered for two academic years, must reapply to begin the doctoral program over. It is entirely up to the University whether to readmit that person at all.

3. Exhibit 3 hereto is a copy of an email from Robert Horner to Mike Bullis, dated November 20, 2007. It includes a forwarded copy of Horner's email the previous day to the plaintiff, resigning as her dissertation chair. It also includes plaintiff's November 12, 2007 email to Horner accepting his suggestions for dissertation completion.

4. Exhibit 4 hereto is a copy of the formal academic grievance submitted by plaintiff to Dean Bullis on January 16, 2008.

5. Exhibit 5 is a copy of Bullis's denial of the grievance dated March 6, 2008.



DAVID C. FORCE

SUBSCRIBED AND SWORN before me, a notary public in and for Oregon, on this the 15th day of April, 2010.

My commission expires: 3/21/2011



Christy Strada
Notary Public

